



**TALL PINES RV RESORT, INC.**

**2966 Tall Pine Road, #66**

**Show Low, AZ 85901**

**tallpinesrvresort@gmail.com**

**MEMBERSHIP INTEREST PURCHASE AGREEMENT  
PROPRIETARY LEASE**

BETWEEN *BUYER(S)* AS TITLE WILL BE HELD IN THE NAME OF

AND

HERE AFTER KNOWN AS *SELLER*.

TALL PINES RV RESORT, INC., (Formerly Andersen's RV Development Co. Inc.), DEVELOPED BY ALFRED AND JEAN ANDERSON JR., IS AN ARIZONA NON-PROFIT CORPORATION AND HAS ALL RIGHT, TITLE, AND INTEREST IN THE FOLLOWING PROPERTY SITUATED IN NAVAJO COUNTY, ARIZONA, AS RECORDED JUNE 7, 1983, DOCKET 669, PAGE 121, OFFICIAL RECORDS OF SAID COUNTY, AND AS DESCRIBED IN PARCEL #1, AND PARCEL #2, CONTAINING APPROXIATELY 7 ½ ACRES; WHICH HAS BEEN DEVELOPED AND PLATTED AS TALL PINES RV RESORT, HAVING 64 SPACES, OR LOTS, ALL IN ACCORDANCE WITH THE ARTICLES OF INCORPORATION, ITS DIRECTORS, AND ITS BY-LAWS AND AS SHOWN ON A PLAT RECORDED ON AUGUST 12, 1991, IN DOCKET 17, PAGE 44, OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA.

**SECTION I**

**RECITALS**

THERE ARE 64 VOTING MEMBERSHIP INTERESTS. EACH MEMBERSHIP INTEREST CONSISTS OF 1/64th INTEREST IN TALL PINES RV RESORT, INC., AND ENTITLES ITS OWNER TO THE EXCLUSIVE USE OF ONE SPACE, OR LOT, IN TALL PINES RV RESORT, INC., SUBJECT TO THE DUTIES AND OBLIGATIONS AS SET FORTH IN THE BY-LAWS, RULES AND REGULATIONS, AND ARCHITECTURAL GUIDELINES OF THE CORPORATION. SELLER DESIRES TO SELL \_\_\_\_\_ UNIT OF MEMBERSHIP INTEREST, AND BUYER DESIRES TO PURCHASE SUCH UNIT.

THE BOARD OF DIRECTORS HAS DONE OR HAD DONE A BACKGROUND CHECK AT BUYERS EXPENSE FOR CRIMINAL AND FINANCIAL VIOLATIONS/CONVICTIONS AND FINDING A CLEAR RECORD OF THE POTENTIAL BUYER HAS AGREED TO WELCOME THE BUYER TO TALL PINES RV RESORT.

SIGNATURE OF BOARD REPRESENTATIVE: \_\_\_\_\_

**NOW, IT IS AGREED AS FOLLOWS:**

**SECTION II**

**SALE OF MEMBERSHIP INTEREST**

SELLER SELLS AND TRANSFERS TO BUYER \_\_\_\_\_ UNIT(S) OF MEMBERSHIP INTEREST OF SELLER IDENTIFIED AS LOT/LOTS \_\_\_\_\_ AND BUYER PURCHASES THE UNIT(S) AND AGREES TO PAY AS FOLLOWS: (select either 1 or 2 below and cross out the non-applicable option.)

1. CASH PRICE OF \$ \_\_\_\_\_.

RECEIPT OF WHICH HERBY IS ACKNOWLEDGED BY SELLER. \_\_\_\_\_  
(INITIALS OF SELLER)

**OR**

2. SELLER SELLS HOLDING A NOTE FROM BUYER ACCORDING TO PERSONAL NOTARIZED AGREEMENT WITH COPY OF NOTE ATTACHED TO THIS AGREEMENT. **SELLER** WILL BE RESPONSIBLE FOR DUES, ELECTRICITY, FEES AND ANY ASSESSMENTS UNTIL TRANSFER OF \_\_\_\_\_ UNIT (S) OF MEMBERSHIP INTEREST TO BUYER.

SELLER IS RESPONSIBLE FOR NOTIFYING EITHER THE PRESIDENT OR SECRETARY OF THE BOARD OF DIRECTORS OF TALL PINES RV RESORT, INC. WHEN FINAL TRANSFER IS MADE.

TOTAL PRICE OF \$ \_\_\_\_\_,

DOWN PAYMENT OF \$ \_\_\_\_\_, WITH A BALANCE OF \$ \_\_\_\_\_ ACCORDING TO THE PERSONAL AGREEMENT ATTACHED.

\_\_\_\_\_  
(INITIALS OF SELLER)

THE SELECTED SALES AGREEMENT IS MADE BETWEEN SELLER AND BUYER ON THE \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_:

SIGNATURE OF SELLER(S):

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF BUYER(S):

\_\_\_\_\_  
\_\_\_\_\_

**SECTION III**

**TRANSFER OF MEMBERSHIP INTEREST**

UPON SIGNING OF THIS AGREEMENT, THE MEMBERSHIP INTEREST SHALL BE TRANSFERRED ON THE BOOKS OF TALL PINES RV RESORT, INC. AND IF BUYER HAS CHOSEN PAYMENT OPTION #1, UNDER SECTION II AND PAID THE CASH PRICE IN FULL UPON SIGNING THIS AGREEMENT, THEN THE SELLER SHALL RELINQUISH HIS MEMBERSHIP CERTIFICATE TO THE SECRETARY OF THE BOARD OF DIRECTORS AND A NEW MEMBERSHIP CERTIFICATE SHALL BE ISSUED TO BUYER.

IF THE BUYER HAS CHOSEN PAYMENT OPTION #2, UNDER SECTION II, SELLER IS TO

PROVIDE A SIGNED AND NOTIARIZED COPY OF NOTE (CONTRACT) ATTACHED TO THIS AGREEMENT. SELLER RELINQUISHES MEMBERSHIP PRIVILEGES AS OF THE DATE OF THIS DOCUMENT.

#### **SECTION IV**

##### **PLEDGE OF MEMBERSHIP INTEREST**

SO LONG AS BUYER IS NOT IN DEFAULT HE SHALL HAVE ALL VOTING RIGHTS AND PRIVILEGES OF MEMBERSHIP.

DEFAULT INCLUDES BEING MORE THAN 45 DAYS PAST DUE ON LOT FEE, ELECTRICITY OR ASSESSMENTS WHICH MAY BE REQUIRED OF ALL MEMBERS OF TALL PINES RV RESORT. DEFAULT ALSO INCLUDES FAILING TO BE IN COMPLIANCE WITH BYLAWS, RULES AND REGULATIONS AS WELL AS ARCHITECTURAL GUIDELINES.

#### **SECTION V**

##### **ATTORNEY'S FEES**

IN THE EVENT THAT ANY ACTION IS FILED AGAINST TALL PINES RV RESORT, INC. IN RELATION TO THIS AGREEMENT, THE UNSUCCESSFUL PARTY, IN ADDITION TO ALL OF THE SUMS THAT EITHER PARTY MAY BE CALLED UPON TO PAY, A REASONABLE SUM FOR THE SUCCESSFUL PARTY'S ATTORNEY'S FEES.

#### **SECTION VI**

##### **TRANSFER & MEMBER FEE**

YOU AS BUYER, ARE ACCEPTING FINANCIAL RESPONSIBILITY FOR \$105.00 PER MONTH PER LOT OR CURRENT LOT FEE AS IT MAY BE IN THE FUTURE AS INCREASED BY BOARD OF DIRECTORS ACTION, AS WELL AS AN ANNUAL CHARGE BASED ON VENDOR FEE EACH SPRING TO COVER LOT AND PARK CLEAN-UP OF FALLEN LEAVES, NEEDLES AND PINECONES OVER THE PREVIOUS YEAR. YOU ALSO ACCEPT RESPONSIBILITY FOR PAYING MONTHLY ELECTRICITY USE AS BILLED BASED ON LOT SPECIFIC USE.

**Buyers Initials:** \_\_\_\_\_

A ONE TIME TRANSFER FEE OF \$100.00 SHALL BE MADE BY THE SELLER, ALSO A ONE TIME MEMBERSHIP FEE OF \$100.00 SHALL BE MADE BY THE BUYER; PAYABLE TO TALL PINES RV RESORT, INC., AT THE TIME OF THE SIGNING OF THIS AGREEMENT.

#### **SECTION VII**

##### **USE RESTRICTIONS**

BUYER AND SELLER AGREE THAT THE USE OF ANY SPACE, ADJUNCT TO THE MEMBERSHIP INTEREST HEREIN PURCHASED, SHALL BE WITH THE FOLLOWING RESTRICTIONS:

- A. SPACE DESIGNATED FOR RECREATIONAL VEHICLES MAY BE USED FOR RECREATIONAL VEHICLES AS THAT TERM IS COMMONLY USED IN THE INDUSTRY, OR PARK MODEL UNITS.
- B. THE RESORT FACILITIES ARE INTENDED FOR YEAR-ROUND ADULT LIVING

AND RECREATION AND NOT FOR LONG TERM USE BY CHILDREN.

**SECTION VIII**  
**MISCELLANEOUS**

1. **APPLICABLE LAW:** THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, REGARDLESS OF THE FACT THAT ONE OR MORE OF THE PARTIES NOW IS OR MAY BECOME A RESIDENT OF A DIFFERENT STATE.
2. **ARBITRATION:** THE PARTIES ARE DESIROUS OF REDUCING THE TIME AND COSTS OF RESOLVING DISPUTES. AT THE OPTION OF EITHER PARTY, DISPUTES ARISING FROM OR CONNECTED WITH THIS AGREEMENT MAY BE SETTLED BY ARBITRATION INITIATED BY EITHER PARTY GIVING WRITTEN NOTICE TO THE OTHER OF HIS INTENTION TO ARBITRATE THE DISPUTE WITH THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION OF THE ARBITRATOR IN SUCH ARBITRATION SHALL BE BINDING UPON BOTH PARTIES.
3. **INTERPRETATION:** WHENEVER ANY WORD IS USED IN THIS AGREEMENT IN THE MASCULINE GENDER, IT SHALL ALSO BE CONSTRUED AS BEING USED IN THE FEMININE AND NEUTER GENDERS, AND SINGULAR USAGE SHALL INCLUDE THE PLURAL AND VICE VERSA, ALL AS THE CONTEXT SHALL REQUIRE.
4. **HEADINGS:** THE HEADINGS OF THE SECTIONS OF THIS AGREEMENT ARE FOR CONVENIENCE ONLY AND ARE NOT TO BE CONSIDERED A PART OF THE AGREEMENT OR USED IN DETERMINING ITS CONTENT OR CONTEXT.
5. **NOTICES:** COPIES OF ALL NOTICES AND COMMUNICATIONS CONCERNING THIS AGREEMENT SHALL BE MAILED OR HAND DELIVERED TO THE PARTIES AT THE ADDRESSES INDICATED BELOW AND ANY CHANGE OF ADDRESS SHALL BE COMMUNICATED TO THE OTHER PARTY IN WRITING. ANY DOCUMENT WHICH MAY ADVERSELY AFFECT THE RIGHTS OF ANY PARTY TO THIS AGREEMENT SHALL BE DISPATCHED BY **CERTIFIED MAIL RETURN RECEIPT REQUESTED**. NOTICES OR COMMUNICATIONS MAILED TO BUYER AT THE ADDRESS INDICATED BELOW SHALL, IN ADDITION, BE HAND DELIVERED, OR BE MAILED BY FIRST CLASS MAIL TO BUYER'S SPACE AT THE RESORT.

**BUYER'S ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

6. **SUCCESSION OF BENEFITS:** THIS PROVISION OF THIS AGREEMENT SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES THERETO, THEIR HEIRS, EXECUTORS, ADMININTRATORS AND PERMITTED ASSIGNEES.
7. **WAIVER:** ANY WAIVER BY ANY PARTY OF A BREACH OF ANY PROVISION OF THIS AGREEMENT SHALL NOT OPERATE AS OR BE CONSTRUED AS A WAIVER OF ANY

SUBSEQUENT BREACH THEREOF.

- 8. TALL PINES RV RESORT, INC. DOES NOT DISCRIMINATE ON THE BASIS OF RACE, RELIGION OR GENDER.
- 9. THIS REVISED MEMBERSHIP INTEREST PURCHASE AGREEMENT SUPERSEDES ALL PRIOR PURCHASE AGREEMENTS AND TERMS THEREOF.

BUYERS SIGNATURE BELOW IS HIS ATTEST THAT HE HAS READ AND AGREES TO COMPLY WITH CORPORATION BYLAWS, RULES AND REGULATIONS, AND ARCHITECTURAL GUIDELINES AS WELL AS THIS MEMBERSHIP AGREEMENT, A LEGAL DOCUMENT BETWEEN THE BUYER AND TALL PINES RV RESORT, INC.

\_\_\_\_\_  
**BUYER SIGNATURE**

\_\_\_\_\_  
**BUYER SIGNATURE**

**DATED** THIS \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_\_  
(DAY) (MONTH) (YEAR)

\_\_\_\_\_  
**TALL PINES RV RESORT REPRESENTATIVE /TITLE /DATE**

THIS AGREEMENT IS REGARDING LOT # \_\_\_\_\_

\$100.00 SELLER TRANSFER FEE RECEIVED \_\_\_\_\_ CASH/CHECK# \_\_\_\_\_

\$100.00 NEW MEMBER FEE RECEIVED \_\_\_\_\_ CASH/CHECK# \_\_\_\_\_

Revised August 2021 Board of Directors